FOR COUNTY USE ONLY



County of San Bernardino

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CONTRACT TRANSMITTAL

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Tho	mas R. La	urin			(909) 388-0808				\$100,000			
Kathleen Robles					(909) 388-0854				Ψ.σ			
Contract Type Revenue X Encumbered Unencumbered Other:												
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CONTRACTOR	Southern California	Logistics Air	port Authority

Federal ID No. or Social Security No. 95-2843184

Contractor's Representative Jon Roberts, Director

Address P.O. Box 5001, Victorville, CA 92393

Phone (760) 955-5000

(760) 245-7243

Nature of Contract: (Briefly describe the general terms of the contract)

Under the terms of this agreement, the County of San Bernardino will utilize the Southern California Logistic Airport Authority to provide professional marketing services that will focus and promote the opportunities offered by the Southern California Logistics Airport.

Professional marketing and advertising services to be provided by AUTHORITY shall include, but not be limited to:

- Regional Public Relations
- E-Corridor/Inland Empire North Marketing Collateral
- · E-Corridor/Inland Empire North Campaign Push/Multi Media Presentation

The attached contract/agreement consists of 8 pages.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Reviewed for Processing
>	TRAL	<u></u>
County Counsel)	Agency Administrator/CAO
Date	Date	Date

Auditor/Controller-Recorder Use Only

☐ Contract Data	□ FAS	
Input Date		Keyed By

THIS AGREEMENT is entered into on the 25th day of February 2003, in the State of California by and between the County of San Bernardino, hereinafter called "COUNTY," and the Southern California Logistics Airport Authority, hereinafter called "AUTHORITY:"

WITNESSETH

WHEREAS, in 1988 the Defense Department's Base Closure and Realignment Commission recommended that former Gorge Air Force Base, hereinafter called "GAFB" be closed, which closure occurred in 1992. In response to the closure, the County of San Bernardino and several of the local communities adjacent and in proximity to GAFB deemed it desirable to form a joint powers authority and created the Victor Valley Economic Development Authority, hereinafter call "VVEDA;" and

WHEREAS, VVEDA was established under California Government Code Section 6500 et. seq. and was formed pursuant to the provisions of a certain joint exercise of powers agreement, as amended; and

WHEREAS, VVEDA was established to set in motion planning and redevelopment reuse efforts of former GAFB; and

WHEREAS, GAFB, which is now known as Southern California Logistics Airport (SCLA), has been annexed within the municipal boundaries of the City of Victorville; and

WHEREAS, the Authority has adopted a Master Development Plan which contemplates the development of SCLA as a cargo/aircraft maintenance facility as well as a business and industrial center; and

WHEREAS, the AUTHORITY has developed and commenced the implementation of a marketing plan that will reposition the Victor Valley into a cutting-edge environment that embraces the future of logistics and technology necessary to attain the goals contemplated in the Master Development Plan; and

WHEREAS, the COUNTY recognizes the importance of marketing, transportation, and investment activities as a mechanism for the growth of economic opportunities; and

WHEREAS, the AUTHORITY has indicated a desire to continue marketing outreach on behalf of the COUNTY in cooperation with the COUNTY's Department of Economic and Community Development.

NOW, THEREFORE, for the mutual consideration hereafter set forth, the parties hereto agree as follows:

- 1. **EFFECTIVE DATE**: This Agreement shall be in effect immediately upon the later approval of either the AUTHORITY or the County Board of Supervisors.
- 2. <u>AUTHORITY SERVICES</u>: Provide a marketing program that will focus on locating logistic and technology business along the "e-Corridor," extending along Interstate 15 from the City of Ontario to the City of Barstow. The program will focus and promote the opportunities offered by SCLA from a regional perspective. Professional services to be provided by the AUTHORITY are set forth in attached Exhibit "A" Scope of Work. Attendance, as necessary, at COUNTY, City, and VVEDA meetings is included as part of the overall Scope of Work.

- 3. **TERM**: The term of this Agreement shall be a period of no longer than 1 year from the effective date of this Agreement.
- 4. **COMPENSATION**: For services provided by the AUTHORITY pursuant to this Agreement and as total compensation for all services to be performed by the AUTHORITY under this Agreement, COUNTY shall pay AUTHORITY an amount not to exceed \$100,000 as set forth attached Exhibit "B" Cost and Payment Schedule.

The compensation includes attendance, as necessary, at COUNTY, City, and VVEDA meetings.

5. **RECORDS, REPORTS, AND MATERIALS**: The COUNTY shall receive bi-monthly status reports and be provided all materials produced as a result of this Agreement to the extent that such requests for information do not substantially deplete the inventory of collateral. Materials may include, but not be limited to:

E-Corridor Marketing Audit and Marketing Collateral
Website Audit and Development
Direct Mail and Newsletter Development
Recurring Services
E-Corridor/Inland Empire Campaign Push/Multi Media Presentation
All marketing reports generated

- 6. Additionally, the AUTHORITY shall be required to submit a full accounting of expenditures as required by the COUNTY.
- 7. COPYRIGHT COUNTY shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by the AUTHORITY in the United States or in any other country without the express written consent of COUNTY. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with COUNTY.
- 8. The COUNTY's Economic and Community Development Director, or his designated representative (to be designated in writing), is the representative of COUNTY for all matters relating to this Agreement.
- 9. The AUTHORITY's Director, Jon Roberts or his designated representative (to be designated in writing), is the representative of the AUTHORITY for all matters relating to this Agreement.
- 10. The AUTHORITY agrees to provide proof of promotional activities upon request at any time to a COUNTY representative designated by the COUNTY's Department of Economic and Community Development to monitor the AUTHORITY's performance.

- 11. The AUTHORITY warrants that it possesses legal authority to carry out the terms and conditions of this Contract. The AUTHORITY further warrants that a resolution, motion, or similar action has been duly adopted or passed as an official act of the AUTHORITY's governing body, authorizing the performance of this Contract and directing and authorizing the person identified as the official representative of the AUTHORITY to act in connection with this Contract and to provide such additional information as may be required.
- 12. The AUTHORITY covenants that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, providing, in part, that no person in the United States shall on the grounds of race, color, sex, or national origin to be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the AUTHORITY will immediately take any measures necessary to effectuate this covenant.
- 13. The AUTHORITY further covenants that it will comply with the requirement that no program under this Contract shall involve political activities. No funds shall be used for lobbying activities.
- 14. The AUTHORITY will give the COUNTY's Director of the Department of Economic and Community Development, the Auditor/Controller/Recorder of the COUNTY, and the First District Supervisor, through any representative thereof, access to and the right to examine all records, books, papers or documents related to this Contract to assure that the funds are being expended in accordance to the provisions of this Contract.
- 15. **CONTRACT COMPLIANCE**: The AUTHORITY shall provide equal employment and career advancement opportunities for minorities and women. In addition, the AUTHORITY shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly as a result of this program.
 - The AUTHORITY shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy 15-01 and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 16. <u>INDEMNIFICATION</u>: The AUTHORITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
- 17. **INSURANCE REQUIREMENTS**: Without in any way affecting the indemnity herein provided and in addition thereto, the AUTHORITY shall secure and maintain throughout the Contract the following types of insurance within limits as shown:
 - a) Workers' Compensation. A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the AUTHORITY and all risks to such persons under this Agreement.

If the AUTHORITY has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired, and nonowned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) <u>Errors and Omissions Liability Insurance</u> Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate <u>or</u>
- d) <u>Professional Liability</u>. Professional Liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- e) <u>Additional Named Insured</u>. All policies, except the Workers' Compensation coverage and Errors and Omissions and Professional Liability, shall contain additional endorsements naming COUNTY and its officers, employees, agents, volunteers, and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- f) Waiver of Subrogation Rights. Except for the Errors and Omissions Liability and Professional Liability, the AUTHORITY shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- g) <u>Policies Primary and Non-Contributory</u>. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.
- h) Proof of Coverage. The AUTHORITY shall immediately furnish certificates of insurance to COUNTY evidencing the insurance coverage including endorsements above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the COUNTY and the AUTHORITY shall maintain such insurance from the time the AUTHORITY commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the AUTHORITY shall furnish certified copies of all policies and endorsements.
- i) Insurance Review: The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interest of the County. In addition, if the Risk

Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of this Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. The AUTHORITY agrees to execute any such amendment within thirty (30) days of receipt.

- j) <u>Self-Insurance</u>: In lieu of the forgoing, the AUTHORITY can provide evidence of self-insurance for the amount set forth in this agreement.
- 18. <u>INDEPENDENT CONTRACTOR</u>: This contract is by and between the COUNTY and the AUTHORITY and is not intended, and shall not be construed to create the relationship of agent, servant, employee partnership, joint venture, or association between the COUNTY and the AUTHORITY. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The AUTHORITY is and shall be deemed to be at all times an independent contractor. The COUNTY shall not be liable for any acts of the AUTHORITY and nothing herein contained shall be construed as creating the relationship of employer and employee between he parties.

- a) The AUTHORITY agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and payment of any and all federal, State and local and personal income taxes, disability insurance, unemployment, and other taxes for such persons, including any related assessments or contributions required by law, and all other regulations governing such matters.
- b) The AUTHORITY shall not be reimbursed for any travel time conducted pursuant to this contract.
- c) The AUTHORITY shall not be reimbursed for any vacation, sick leave, or overtime.
- d) The employees and agents of each party, and those of their respective customer, shall, while on the premises of the other, comply with all rules and regulations of the premises, including security requirements.
- e) The AUTHORITY shall contract for all necessary services to complete authorized program, and agrees to comply with all applicable local, County, State and federal regulations and statues.
- 19. <u>RIGHT TO MONITOR</u>: The COUNTY shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the AUTHORITY in the delivery of services provided under this Agreement. Full cooperation shall be given by the AUTHORITY in any auditing or monitoring conducted.

- 20. **ENTIRE AGREEMENT**: This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior and contemporaneous agreements and understandings. This agreement may be changed or modified only upon the written consent of the parties hereto.
- 21. **TERMINATION FOR CONVENIENCE**: The performance of work under this contract may by terminated in whole or in part from time to time when such action is deemed by the COUNTY to be in its best interest. Termination of work hereunder shall be affected by delivery to the AUTHORITY of a Notice of Termination specifying the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective. The date upon which termination becomes effective shall be at least thirty (30) days after notice is sent.

After receipt of Notice of Termination and except as otherwise directed by the COUNTY, the AUTHORITY shall:

- Stop work under this contract on the date and to the extent specified in the Notice of Termination.
- b) Transfer title and deliver to the COUNTY all completed work and work in process, including preliminary drafts, organizational plans and formats.
- c) Complete performance of such part of the work that is not terminated by the Notice of Termination.

In the event of such a termination, the AUTHORITY would be paid the reasonable value of services performed up to the date of the termination notice.

- 24. <u>AMENDMENTS</u>: Except as herein provided, changes in the terms of this contract shall not be valid unless made in the form of written amendment to this contract executed by the AUTHORITY and approved by the Board of Supervisors.
- 25. **SEVERABILITY OF PROVISIONS**: If any provision of this Agreement is held to be invalid by the final decision of a court of competent jurisdiction, the remainder of this agreement shall not be affected.
- 26. The AUTHORITY shall not assign this Agreement or any monies due or to become due hereunder except as specified in the terms of this Agreement, without having first obtained the written consent of the COUNTY. Any unexpected funds remaining upon completion of the term of the contract shall be returned to the COUNTY.
- 27. <u>Disclosure of Information</u>: All information received by the COUNTY from any source concerning this Agreement, including the Agreement itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). The AUTHORITY understands that although all materials received by the COUNTY in connection with this Agreement are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public

Records Act. In the event a request for disclosure of any part or all of any information which the AUTHORITY has requested the COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify the AUTHORITY of the request and shall thereafter disclose the requested information unless the AUTHORITY, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides the COUNTY a legally sound basis for nondisclosure, and agrees to indemnify, defend, and hold the COUNTY harmless in any/all actions brought to require disclosure. The AUTHORITY waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event the COUNTY fails to notify the AUTHORITY of any such disclosure request and/or releases any information received concerning the Agreement received from the AUTHORITY.

28. FORMER COUNTY OFFICIALS: The AUTHORITY agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the AUTHORITY. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the AUTHORITY. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Continued on next page

29. Inaccuracies or Misrepresentation: If during the course of the administration of this agreement, the COUNTY determines that the AUTHORITY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this contract may be immediately terminated. If this contract is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed by their respective proper officers thereunto duly authorized.

COUNTY OF SAN BERNARDINO	SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
By Dennis Hansberger, Chairman	By Jon Roberts, Director
Board of Supervisors	Jon Roberts, Director
Date	Date
SIGNED AND CERTIFIED THAT A COPY WAS DELIVERED TO THE	
CHAIRMAN OF THE BOARD	
J. RENEE BASTIAN Clerk of the Board of Supervise of the County of San Bernardin	
By	
Deputy	
Date	
APPROVED AS TO LEGAL FORM	
ALAN K. MARKS County Counsel	
By Deputy County Counsel	
_	
Date	

EXHIBIT A SCOPE OF WORK

The AUTHORITY agrees to provide professional marketing and advertising services. These services may include, but not be limited to:

•E-Corridor Marketing Audit and Marketing Collateral

This shall include, but not limited to marketing audit of current business attraction strategies and activities of respective VVEDA members, development of a four-color development response package consisting of a fourteen-page brochure, stationary package, collateral folder, four-color ad and printing of e-corridor maps.

• Website Audit and Development

This shall include, but not limited to audit of each Member Agency's website, development of website and recurring maintenance.

• Direct Mail and Newsletter Development

This shall include, but not limited to audit of each Member Agency's advertising program and recommendations of industry-specific trade publications that are best suited for VVEDA and shall be inclusive of a suggested calendar of advertising opportunities. The pitching of editorial opportunities to publications of regional success stories shall also be inclusive. Direct mail and newsletter development shall also include, but not limited to development of a quarterly newsletter and four, four-color direct mail postcards.

Recurring Services

Upon completion of the collateral materials, administrative support will be necessary to fulfill inquiries. Administrative support necessary will include the response to telephonic or electronic inquiries, solicitation of prospective tenant requirements and coordination of the appropriate tenant response package.

• E-Corridor/Inland Empire Campaign Push/Multi Media Presentation:

Attendance, as necessary, at COUNTY, City, and VVEDA meetings

EXHIBIT B PAYMENT SCHEDULE

AUTHORITY shall be compensated \$100,000.00 on a semi-annual basis.

The first installment of \$50,000 shall be payable upon the effective date of this Agreement and upon receipt of an invoice issued by the AUTHORITY to the COUNTY.

The second and final installment of \$50,000 shall be paid six (6) months after the first installment and upon receipt of an itemized invoice issued by the AUTHORITY to the COUNTY; provided however that the second installment will be released only if the AUTHORITY has submitted detailed information substantiating the expenditure or commitment of funds from the first installment. The AUTHORITY must submit documentation identifying how the remaining funds to be paid will be spent or committed by the end of the term of this Agreement. Any funds not spent or committed as required prior to the termination of this Agreement shall be refunded to the COUNTY.

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